

REPUBLIC OF KENYA

NSD/CES/REGISTRATION UNIT
2010 AUG 20 AM 11:35**CONTRACT AGREEMENT FOR DIRECT ADVOCACY AND COMMUNICATION FOR GOVERNMENT OF KENYA IN USA**

This Agreement (hereinafter called the "Contract") is made the 1st day of the month of March [month], of year 2010, between the **Government of the Republic of Kenya represented by the Permanent Secretary, Secretary to Cabinet and Head of Public Service in the Office of the President, P.O. Box 62345-00200 Nairobi** of [or whose registered office is situated at Harambee House, Harambee Avenue Nairobi (hereinafter called the "Client")] of the one part and **Chlopak, Leonard, Schechter and Associates, 1850 M Street, NW Suite 800, Washington, DC 20036** of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that it has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The following Appendices:
 - (c) Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and sub-Consultants

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Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For, and on behalf, of the Government of Kenya.

Mr. Samuel M. Mwale, CBS, PRINCIPAL ADMINISTRATIVE SECRETARY & ASSISTANT SECRETARY TO THE CABINET

[signature] Samuel M. Mwale

[date] 28/4/2010

WITNESSED BY:-

For and on behalf of Chlopak Leonard Schechter & Associates

Mr. Robert A. Chlopak, Chief Executive Officer

[signature] Robert A. Chlopak

[date] 28/4/2010

WITNESSED BY:-

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;

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- (i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by email, registered mail, or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

SWM

1.6 Authorized

Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services immediately after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as

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such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Termination

2.5.4 By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.1 By the Consultant The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.2 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times

support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

3.2 Conflict of Interest

3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, etc

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2 Confidentiality

The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.3 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

Messaging as per research findings

- Facilitation of GOK official itineraries
- Activities beyond the outlined scope of consultancy

3.4 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.6 Documents prepared by the Consultant to Be the Property of the Client

All reports and other documents and software submitted by Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

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**4.2 Removal
and/or
Replacement
Of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(a) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

**5.1 Assistance
And
Exemptions**

The client shall use his best efforts to ensure that he provides the consultant such assistance and exemptions as may be necessary for due performance of this Contract.

**5.2 Change in the
Applicable Law**

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 **Services and Facilities** The Client shall make available to the Consultant the Services and Facilities listed under Appendix E.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** The price payable in foreign currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the Lump-sum price is provided in Appendices D.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the Special conditions. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three

percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Amendments of and Supplements to Clauses in the General Conditions of Contract

1.1(h)

The Members in Charge are as follows

Client: Office of the President, The Presidency and Cabinet Affairs

Attention: Mr. Samuel M. Mwale, CBS
Telephone: +254-20-2227411
Fax: +254-20-2252139

Consultant: Chlopak, Leonard, Schechter and Associates

Attention: Mr. Peter Schechter
Telephone: +1.202.289.5900
Fax: +1.202.289.4141

For

the

Samuel M. Mwale

Client:

For

Carolee D. the

Consultant:

2.2 The date for the commencement of Services is on or about 1st March, 2010.

2.3 The period of the consultancy shall be 16 Months (Sixteen Months), ending 30th June, 2011.

2.4 The terms and condition of this contract, including modification of the terms of reference and scope of work may be made by written agreement between the Parties, with subsequent costs not exceeding 15 percent of the contact price stated in clause 6.2 (a) below.

6.2 (a) The total contract amount in foreign currency or currencies of the 16 Months contract is set at US\$464,000 (US dollars Four hundred sixty four thousand) or US\$ 29,000 (twenty nine thousand) per month.

(b) There shall be no payment in local currency.

6.4 **The payment schedule shall be as follows:**

a) 20% immediately following signing of the contract i.e. US\$92800 (US dollars ninety two thousand eight hundred against a bank guarantee from a reputable bank for similar amount valid for period of six(6) months from the date of signing the contract).

b) 20% by 30th September, 2010 upon certification of services rendered by the Client i.e. US\$ 92,800 (US dollars ninety two thousand and eight hundred).

c) 20% by 31st December, 2010 upon certification of services rendered by the Client i.e. US\$ 92,800 (US dollars ninety two thousand and eight hundred).

d) 20% by 31st March, 2011 upon certification of services rendered by the Client i.e. US\$ 92,800 (US dollars ninety two thousand and eight hundred).

e) 20% by 30th June, 2011 upon certification of services rendered by the Client i.e. US\$ 92,800 (US dollars ninety two thousand and eight hundred).

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IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

PREAMBLE

Kenya faces a series of policy challenges in Washington. For a variety of reasons, mostly having to do with negative publicity on the political situation in Kenya since the last general election, there appears to be an impression among many key policymakers in Washington that Kenya is “not what it used to be” in terms of being a leading democratic African country.

At the same time, there is also a fondness and admiration for Kenya and even a yearning of sorts in Washington that the US-Kenya relationship can again be warm, strong and lasting. Kenya's image will be greatly enhanced if it seizes this moment to address the negative perceptions in Washington as it moves vis-a-vis the Somalia conflict, democratic reforms and the ongoing ICC investigation, and expanding trade and investment with the US in a number of sectors.

In view of the above, there is need to engage a US advocacy and strategic relations firm to strengthen Kenya's diplomatic efforts in enhancing Kenya's image through direct advocacy in the US capital.

March-June 2010	
Issue/event	Activity
Team briefing and provision of status update to GOK, in Nairobi	Brief Kenyan government officials and other relevant groups on team's efforts, activities and achievements in advancing the Government's agenda.
Follow-up with Hon. Mutula Kilonzo, Minister of Justice's on planned visit to Washington	Exploit the momentum set forth by the Minister of Justice and Constitutional Affairs visit to Washington to reinforce Kenya's positive efforts on eradicating corruption, reforming the judicial system and adopting a new constitution. The CLS-Moffett Group team will reach out to and update various parties on the positive progress in Kenya.
Corporate Council on Africa: US-Africa, 2010 Infrastructure Conference	April 27-29, The CLS-Moffett Group team will try to further engage Washington and American businesses with the conference and promote Kenya as the economic East African hub. This will also be a good opportunity for CLS and the Moffett Group to promote the East African Community Common Market launch, which will tentatively take place in July, where Kenya will play a major role as the East African leader.

Security delegation	<p>Upscale efforts to address Kenya's security-related issues.</p> <p>Delegation make-up: Kenyan officials from the military, security, border security, anti-terror, and anti-piracy areas.</p> <p>Targeted audiences: Department of Defense, State Department, National Security Council in the White House, and congressional leadership on military, security, and anti-terror committees.</p>
Anti-corruption delegation	<p>Advocate and coach a delegation to Washington to help alter the perception of corruption in Kenyan politics through articulating the Government's steps towards eradicating corruption in Kenya.</p> <p>Delegation makeup: Kenya Anti-Corruption Commission officials, Police representatives to discuss the new police anti-corruption reforms, respected lawyers fighting corruption (non-governmental), governmental anti-corruption officials.</p> <p>Targeted audiences: State Department (specifically the office dedicated to combating corruption), House and Senate leadership most outspoken on corruption, and possibly NGOs and Think Tanks.</p>
Somalia working group	<p>Solidify the structure and formation of the Somalia Working Group. If necessary, the group will reach out to Kenyan leadership for support and/or assistance.</p> <p>The consultant will continue discussions with the following offices: Congressman John Teirney (Chairman of Oversight and Government Reform Subcommittee on National Security and Foreign Affairs), Congressman Mike Thompson (Chairman on House Intelligence Subcommittee on Terrorism/HUMINT, Analysis, and Counterintelligence), Congressman Peter Welch, Congressman Donald Payne (Chairman of House Foreign Affairs Subcommittee on Africa and Global Health), Congressman Brad Sherman (Chairman of Foreign Affairs Subcommittee on Terrorism, Nonproliferation, and Trade), and Congresswoman Nita Lowey (Chairwoman of House Appropriations Subcommittee on State, Foreign Operations, and Related Programs). The CLS-Moffett Group team will continue to heighten awareness regarding Somalia, security, and the region.</p>

Draft Constitution, reform and the ICC	<p>Educate and inform leaders in Washington of the positive progress Kenya is making on the draft constitution, with the ICC, and political reform in general, including judicial reform and anti-corruption efforts.</p> <p>Our efforts and processes must accommodate these issues according to current events, which we will monitor very closely. If need be, we are ready to ramp up any efforts to show Washington Kenya's commitment to these issues.</p>
Direct service flight – Nairobi-Atlanta	<p>Work towards the launch of the Delta flight presently on hold. Assuming we have all of the appropriate information, in April, we will ask Congressman Cohen to send a letter to the Transportation Security Administration to verify the progress and potential time-frame for the launch of the flight.</p>
July-September 2010	
East African Community Common Market	<p>The CLS-Moffett Group team's role at the Common Market is to be determined, however the CLS-Moffett Group team looks forward to raising awareness of the event in Washington and on Capital Hill, and perhaps creating smaller Congressional-related meetings or forums around this event.</p> <p>With the help of the Moffett Group and CLS, Kenya can use the event to increase positive relations with the US and build interest from possible investors.</p>
United Nations General Assembly	<p>Coordinate and secure forums and meetings around the UNGA. This will ensure very high-profile engagement with top-Kenyan officials that will further advance ongoing opportunities for Kenya.</p>

Kenyan Parliamentary delegation	<p>A Kenyan Parliamentary delegation could brief their congressional counterparts on pressing bilateral issues and other issues of interest, including regional security, the Nairobi-Atlanta direct flight service, reform, anti-corruption, climate change, etc.</p> <p>Delegation make-up: Kenyan members of Parliament</p> <p>Target audiences: House, Senate, and perhaps other groups of interest in Washington including State Department, NGOs, and Think Tanks</p>
Somalia working group	<p>Continue to educate the members and staff in the Group, and provide assistance when necessary.</p> <p>We will continue discussions with the following offices: Congressman John Teirney (Chairman of Oversight and Government Reform Subcommittee on National Security and Foreign Affairs), Congressman Mike Thompson (Chairman on House intelligence Subcommittee on Terrorism/HUMIT, Analysis, and Counterintelligence), Congressman Peter Welch, Congressman Donald Payne (Chairman of House Foreign Affairs Subcommittee on Africa and Global Health), Congressman Brad Sherman (Chairman of Foreign Affairs Subcommittee on Terrorism, Nonproliferation, and Trade), and Congresswoman Nita Lowey (Chairwoman of House Appropriations Subcommittee on State, Foreign Operations, and Related Programs).</p>
Draft Constitution, reform, and the ICC	<p>Continue to educate and hold meetings with congressional members and staff in order to positively reflect Kenya's efforts in these areas, which will be increasingly important in preparation for the 2012 election.</p>
Direct service flight – Nairobi-Atlanta	<p>Continue to monitor and pursue the launch of this flight.</p>
October-December 2010	
Delegation on climate change	<p>Ramp up Kenya's image as a poster-child for climate change in Africa. Every month during 2010, this will be a priority for the Moffett Group and will lay a foundation for a delegation that could come in the fall of 2010. The delegation will show Kenya's leadership in addressing climate change, its capabilities, both scientifically and commercial, its increasing focus on renewable resources, and its program of incentives for Green technologies.</p> <p>Delegation makeup: Kenyan scientists and climate change experts from inside and outside government; Kenyan officials charged with designing proposals to address climate change; one or two green entrepreneurs to discuss why Kenya is a good place to invest in green initiatives.</p> <p>Targeted audiences: Obama climate change officials, leaders of congressional committees organized to address climate issues.</p>
Delegation on reconciling ethnic divisions in Kenya	<p>Recommend a delegation focused on showing Washington that Kenya is working towards healing ethnic divisions, which is a crucial step to take before the 2012 elections. Targeted Audiences: think tanks, leadership of congressional committees on Africa.</p>

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Somalia working group	Continue discussions with the following offices: Congressman John Teirney (Chairman of Oversight and Government Reform Subcommittee on National Security and Foreign Affairs), Congressman Mike Thompson (Chairman on House intelligence Subcommittee on Terrorism/HUMIT, Analysis, and Counterintelligence), Congressman Peter Welch, Congressman Donald Payne (Chairman of House Foreign Affairs Subcommittee on Africa and Global Health), Congressman Brad Sherman (Chairman of Foreign Affairs Subcommittee on Terrorism, Nonproliferation, and Trade), and Congresswoman Nita Lowey (Chairwoman of House Appropriations Subcommittee on State, Foreign Operations, and Related Programs).
Draft Constitution, reform and the ICC	The CLS-Moffett Group team efforts and processes must accommodate these issues according to current events, which we will monitor very closely. If need be, we are ready to ramp up any efforts to show Washington Kenya's commitment to these issues.
Direct service flight – Nairobi-Atlanta	The consultant to work towards the launch of the direct flight by raising awareness show Washington that Kenya has secured Nairobi's airport.
Any other services	As may be agreed upon in writing by both parties from time to time within the budget.

APPENDIX B – REPORTING REQUIREMENTS

The reports, briefs, and other communications will be submitted quarterly based on the activities listed in Appendix A. The Consultant shall present a completion report at the end of assignment period. All reports will be submitted to Senior Deputy Secretary, Policy Analysis Unity, Cabinet Office, Mr. Kennedy Kihara or his successor.

The consultant, CLS shall be submitting monthly reports and periodic task based reports to the client on the first Monday of the following month (e.g the Monthly Report for March, April 5th)

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

All key personnel will be engaged throughout the contract period.

The CLS-Moffett Group Team

- i) **Peter Schechter**
Partner

Peter Schechter is an international communications consultant with over twenty years of experience. In 1992, Schechter founded Chlopak, Leonard, Schechter and Associates (CLS) with two partners. Within a few years it had become one of Washington's premier strategic communications consulting firms. The Wall Street Journal has referred to CLS as "Washington's bare-knuckled communications firm." A graduate of the School of Advanced International Studies at Johns Hopkins University

ii) Shannon Hunt
CLS Partner

Ms. Hunt is a graduate of the University of Tennessee and received a B.A. in Political Science and Public Relations.

iii) Toby Moffett
Chairman, The Moffett Group

Anthony (Toby) Moffett is a former congressman who was honored as the best member of Congress by the prestigious Consumer Federation of America. He is internationally honored environmental champion, Toby served as vice president for global government and public affairs with Monsanto, Inc. where he was responsible for international external affairs. At Monsanto, Toby led all company initiatives in public affairs, in reputation enhancement and management and in crisis management and "freedom-to-operate" areas including regulatory matters, interaction with NGOs and philanthropy. In that work, Toby spearheaded international efforts to build coalitions among farmers, governments, NGOs and environmentalists, and was also the point person in dealing with opposition to plant biotechnology. He led the effort to forge partnerships with reputable NGOs in developing countries, and participated in pre-launch plans for Celebrex while overseeing Searle Pharmaceuticals regulatory, legislative, and communications operations.

From 1975 through 1983, Toby served in the United States House of Representatives, where he was Chairman of the House Subcommittee on Energy, Environment, and Natural Resources.

Toby continues to be involved in American politics. In 2006, he was a volunteer strategist and speaker for two congressional candidates in Connecticut. He also serves as an informal adviser to a number of Democrats in the U.S. House of Representatives. In both the 2000 and 2004 presidential campaigns, Toby led the effort for national Democrats against independent candidate Ralph Nader. In 2007, he visited Seoul, South Korea and met with industry leaders, members of Parliament, and Presidential candidates to discuss the Free Trade Agreement and other issues.

Toby received his master's degree in political science from Boston College and his bachelor's degree from Syracuse University.

iv) Tom Carver
Senior Vice President

Tom Carver has more than twenty years of communications strategy and media experience with an expertise focusing on public policy and international issues. He has managed a wide variety of projects for clients ranging from the World Bank, large mining multinationals, technology companies and developing governments around the world.

v) Mike Buttry
Managing Director

Mike Buttry joined CLS in July 2009 bringing over ten years of public policy and communications experience in Washington, DC. Mr. Buttry provides strategic counsel to several of the firm's public affairs and corporate clients, including the American Dental Association (ADA) and the Network Branded Prepaid Card Association.

Mr. Buttry is a native of Omaha, Nebraska and holds a B.A. in Political Science from Creighton University.

vi) Natalie Alhonte Braga
Senior Associate

Ms. Alhonte Braga has experience in the public affairs and international areas of public relations. Currently, Ms. Alhonte Braga helps to coordinate communications campaigns for several international, corporate and non-for profit clients at CLS, including the wine region of Jerez, the Santo Domingo Group, and the Government of the Republic of Congo.

Ms. Alhonte has a Bachelor's degree in international communications from American University in Washington, D.C. She is fluent in Spanish and Portuguese.

vii) Jade Floyd
Senior Associate

Jade Floyd joined CLS in 2007 and works on a variety of clients including the American Dental Association and Genworth Financial Long Term Care.

Ms. Floyd was communications manager for the American Association of Colleges for Teacher Education (AACTE), leading communications efforts throughout the Association, designing media strategies to support events, publications and government relations activities. She also worked at a Washington, DC boutique PR firm where her clients included Aramark, the National Black M.B.A. Association, DuPont and the U.S. Conference of Mayor (USCM). She served as managing director for Cities United for Science Progress (CUSP), a partnership between DuPont and USCM where her responsibilities included administration and media efforts surrounding the \$375,000 "Lead Safe...For Kids Sake" grant program where she traveled the country coordinating the Science in the School Day initiative with mayors and member cities of Conference.

In 2005 she received her Masters in Applied Politics from the University of Akron and was a speaker at the National Women's Political Caucus Convention on "How to Build a Campaign Plan." A Texas native, Jade worked for State Senator Leticia Van de Putte for two and a half years as her communications assistant on both the campaign and in the State Senate.

For three years, she worked with the Nursing, Consultant, Educational and Health Services (NCEHS), a consultant firm focusing in medical/legal case review and accreditations/licensure compliance for the healthcare industry. Ms. Floyd serves on the Board of Directors of the DC Arts and Humanities Education Collaborative and is a DC web contributor and 2008 book editor for Not for Tourists, D.C. She is a graduate of the University of Texas at San Antonio.

viii) Mickey Leibner, *Director of Government Relations*

Mickey has led the Moffett Group's efforts on many accounts, including Egypt. Prior to joining the firm, he worked in Sen. Edward Kennedy's Judiciary Committee office during the appointment of two justices to the Supreme Court.

Mr. Leibner has spent time on a number of political campaigns, including House races during the Democrats' landslide victories in 2006, State House races in the Northeast, gubernatorial races, and presidential campaigns. In the Autumn of 2008 he helped plan and execute the GOTV strategy for the Obama-Biden/Campaign for Change in Charlottesville, VA and at the University of Virginia.

Mr. Leibner graduated cum laude from Tufts University with a B.A. in Political Science. While at Tufts, he also wrote an honors thesis in the Political Science department on the role of blogs in elections.

**ix) SIDNEY OLINYK,
LEGISLATIVE ASSOCIATE**

Sidney works specifically on the Moffett Group's international government accounts, including the Kingdom of Morocco, the Arab Republic of Egypt, and the Republic of the Congo.

Prior to joining the Moffett Group, Sidney gained experience at the U.S. Department of Justice and the British Embassy in Washington, DC. She volunteered at a refugee camp in Kenya in the spring of 2009.

Sidney completed her M.Sc. in Global Politics from the London School of Economics, and graduated cum laude from American University in Washington, DC with a double B.A. in International Studies and Communication Studies

- C-2** The contractor is Chlopak Leonard Schechter (CLS) and the Moffet Group as sub-Consultants.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

- (a) The total contract amount in foreign currency or currencies of the 16 Months contract is set at US\$464,000 (US dollars Four hundred sixty four thousand) or US\$ 29,000 (twenty nine thousand) per month.
- (b) There shall be no payment in local currency.

The payment schedule shall be as follows:

- a) 20% immediately following signing of the contract i.e. US\$92800 (US dollars ninety two thousand eight hundred against a bank guarantee from a reputable bank for similar amount valid for period of six(6) months from the date of signing the contract).
- b) 20% by 30th September, 2010 upon certification of services rendered by the Client i.e. US\$ 92,800 (US dollars ninety two thousand and eight hundred).
- c) 20% by 31st December, 2010 upon certification of services rendered by the Client i.e. US\$ 92,800 (US dollars ninety two thousand and eight hundred).
- d) 20% by 31st March, 2011 upon certification of services rendered by the Client i.e. US\$ 92,800 (US dollars ninety two thousand and eight hundred).
- e) 20% by 30th June, 2011 upon certification of services rendered by the Client i.e. US\$ 92,800 (US dollars ninety two thousand and eight hundred).

The Proposed Expenditures for the 16 Months Contract Period is at US\$464,000 (US dollars Four hundred sixty four thousand) or US\$ 29,000 (twenty nine thousand US dollars) per month.

APPENDIX E: SERVICES AND FACILITIES PROVIDED BY THE CLIENT

- The client will be linking the contractor to all other Government Ministries/ Department and other agencies for the required information.
- To provide supervision on the services and feedback on reports submitted.

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